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Defendant, United Studios of Self
Defense, Inc., and Counterdefendants
Charles Mattera and United Studios
Billing, Inc.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

UNITED STUDIOS OF SELF
DEFENSE, INC., a California
corporation,

Plaintiff,

vs.

KRISTOPHER RINEHART, MD, an
individual; BRENT MURAKAMI, an
individual; SOUTH BAY SELF
DEFENSE STUDIOS, LLC, a California
limited liability company; LOS
ANGELES STUDIOS OF SELF
DEFENSE, LLC, a California limited
liability company; SB NINJA, LLC, a
California limited liability company; and
DOES 1 – 10, inclusive

Defendants.

KRISTOPHER RINEHART, MD;
BRENT MURAKAMI; SOUTH BAY
SELF DEFENSE STUDIOS LLC; LOS
ANGELES STUDIOS OF SELF
DEFENSE, LLC; ROLLING HILLS
USSD, LLC, and S.B. NINJA, LLC.,

Counterclaimants,

vs.

UNITED STUDIOS OF SELF

CASE NO.: 8:18-cv-01048

**~~PROPOSED~~ ORDER
ENTERING STIPULATED
PROTECTIVE ORDER**

DEFENSE, INC., a California
corporation, CHARLES MATTERA, an
Individual, and UNITED STUDIOS
BILLING, INC.,
Counterdefendants.

The Court, having considered the Stipulation for Entry of Protective Order (the “Stipulation”) entered into by Plaintiff/Counterdefendant United Studios of Self Defense, Inc. (“USSD”), Counterdefendant Charles Mattera (“Mattera”), Counterdefendant United Studios Billing, Inc. (“USB”), Defendant/Counterclaimant Kristopher Rinehart, M.D. (“Rinehart”), Defendant/Counterclaimant Brent Murakami (“Murakami”), Defendant/Counterclaimant South Bay Studios of Self Defense, LLC (“SBSSD”), Defendant/Counterclaimant Los Angeles Studios of Self Defense, LLC (“LASSD”), Counterclaimant S.B. Ninja, LLC (“S.B. Ninja”), and Counterclaimant Rolling Hills USSD, LLC (“Rolling Hills USSD”) (collectively (the “Parties” and individually a “Party”), and good cause appearing, hereby orders as follows:

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of,

1 among other things, confidential business or financial information, information regarding
2 confidential business practices, or other confidential research, development, or commercial
3 information (including information implicating privacy rights of third parties), information
4 otherwise generally unavailable to the public, or which may be privileged or otherwise protected
5 from disclosure under state or federal statutes, court rules, case decisions, or common law.
6 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes
7 over confidentiality of discovery materials, to adequately protect information the parties are
8 entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of
9 such material in preparation for and in the conduct of trial, to address their handling at the end of
10 the litigation, and serve the ends of justice, a protective order for such information is justified in
11 this matter. It is the intent of the parties that information will not be designated as confidential for
12 tactical reasons and that nothing be so designated without a good faith belief that it has been
13 maintained in a confidential, non-public manner, and there is good cause why it should not be
14 part of the public record of this case.

15 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

16 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
17 Protective Order does not entitle them to file confidential information under seal; Local Civil
18 Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied
19 when a party seeks permission from the court to file material under seal. There is a strong
20 presumption that the public has a right of access to judicial proceedings and records in civil cases.
21 In connection with non-dispositive motions, good cause must be shown to support a filing under
22 seal. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),
23 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
24 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
25 good cause showing), and a specific showing of good cause or compelling reasons with proper
26 evidentiary support and legal justification, must be made with respect to Protected Material that a
27 party seeks to file under seal. The parties' mere designation of Disclosure or Discovery Material
28 as CONFIDENTIAL or HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY does not—

1 without the submission of competent evidence by declaration, establishing that the material
2 sought to be filed under seal qualifies as confidential, privileged, or otherwise protectable—
3 constitute good cause.

4 Further, if a party requests sealing related to a dispositive motion or trial, then compelling
5 reasons, not only good cause, for the sealing must be shown, and the relief sought shall be
6 narrowly tailored to serve the specific interest to be protected. See *Pintos v. Pacific Creditors*
7 *Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or
8 thing sought to be filed or introduced under seal in connection with a dispositive motion or trial,
9 the party seeking protection must articulate compelling reasons, supported by specific facts and
10 legal justification, for the requested sealing order. Again, competent evidence supporting the
11 application to file documents under seal must be provided by declaration.

12 Any document that is not confidential, privileged, or otherwise protectable in its entirety
13 will not be filed under seal if the confidential portions can be redacted. If documents can be
14 redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or
15 otherwise protectable portions of the document, shall be filed. Any application that seeks to file
16 documents under seal in their entirety should include an explanation of why redaction is not
17 feasible.

18 2. DEFINITIONS

19 2.1 Action: This pending federal lawsuit.

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
21 information or items under this Order.

22 2.3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
23 ONLY” Information or Items: information (regardless of how it is generated, stored or
24 maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure
25 26(c), and as specified above in the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support
27 staff).

28 2.5 Designating Party: a Party or Non-Party that designates information or items that it

1 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless of the
4 medium or manner in which it is generated, stored, or maintained (including, among other things,
5 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
6 responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
8 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
9 consultant in this Action.

10 2.8 House Counsel: attorneys who are employees of a party to this Action. House
11 Counsel does not include Outside Counsel of Record or any other outside counsel.

12 2.9 Non-Party: any natural person, partnership, corporation, association or other legal
13 entity not named as a Party to this action.

14 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
15 Action but are retained to represent or advise a party to this Action and have appeared in this
16 Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that
17 party, and includes support staff.

18 2.11 Party: any party to this Action, including all of its officers, directors, employees,
19 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation support services
23 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
24 organizing, storing, or retrieving data in any form or medium) and their employees and
25 subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

28 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a

Producing Party

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to

unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "HIGHLY CONFIDENTIAL legend") or "CONFIDENTIAL ATTORNEYS' EYES ONLY" (hereinafter "HIGHLY CONFIDENTIAL legend"), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" or "HIGHLY CONFIDENTIAL LEGEND" to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

6.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party and Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action

1 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the
2 witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any
3 confidential information unless they sign the "Acknowledgment and Agreement to Be Bound"
4 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
5 transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be
6 separately bound by the court reporter and may not be disclosed to anyone except as permitted
7 under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel, mutually
9 agreed upon by any of the parties engaged in settlement discussions.

10 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
11 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
12 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY
13 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

14 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
15 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
16 information for this litigation and who have signed the "Acknowledgment and Agreement to Be
17 Bound" that is attached hereto as Exhibit A;

18 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
19 for this litigation, (2) who have signed the "Acknowledgment and Agreement to Be Bound"
20 (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been
21 followed];

22 (c) the court and its personnel;

23 (d) court reporters and their staff, professional jury or trial consultants, and
24 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
25 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (e) during their depositions, witnesses, and attorneys for witnesses, in the Action to
27 whom disclosure is reasonably necessary provided: (1) the deposing party requests that the
28 witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any

confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other judicial, quasi-judicial, or administrative proceedings that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions

1 should be construed as authorizing or encouraging a Receiving Party in this action to disobey a
2 lawful directive from another court.

3 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
4 **THIS LITIGATION**

5 (a) The terms of this Order are applicable to information produced by a Non-Party in
6 this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
7 ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with
8 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
9 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to produce a
11 Non-Party's confidential information in its possession, and the Party is subject to an agreement
12 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

13 1. promptly notify in writing the Requesting Party and the Non-Party that
14 some or all of the information requested is subject to a confidentiality agreement with a Non-
15 Party;

16 2. promptly provide the Non-Party with a copy of the Stipulated Protective
17 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
18 the information requested; and

19 3. make the information requested available for inspection by the Non-Party.

20 (c) If the Non-Party fails to object or seek a protective order from this court within 14
21 days of receiving the notice and accompanying information, the Receiving Party may produce the
22 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
23 seeks a protective order, the Receiving Party shall not produce any information in its possession
24 or control that is subject to the confidentiality agreement with the Non-Party before a
25 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
26 burden and expense of seeking protection in this court of its Protected Material.

27 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If

1 a Party's request to file Protected Material under seal is denied by the court, then the Receiving
2 Party may file the information in the public record unless otherwise instructed by the court.

3 **13. FINAL DISPOSITION**

4 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
5 Receiving Party must return all Protected Material to the Producing Party or destroy such
6 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
7 compilations, summaries, and any other format reproducing or capturing any of the Protected
8 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
9 submit a written certification to the Producing Party (and, if not the same person or entity, to the
10 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all
11 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
12 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
14 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
15 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
16 product, and consultant and expert work product, even if such materials contain Protected
17 Material. Any such archival copies that contain or constitute Protected Material remain subject to
18 this Protective Order as set forth in Section 4 (DURATION).

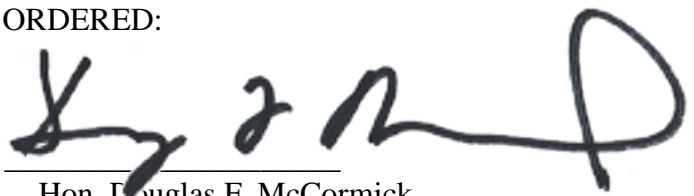
19 **14. VIOLATION**

20 Any violation of this Order may be punished by appropriate measures including,
21 without limitation, contempt proceedings and/or monetary sanctions.
22

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:

24 DATED: January 29, 2019

25 By:



26 Hon. Douglas F. McCormick,
27 United States District Court Magistrate Judge
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have read
in its entirety and understand the Stipulated Protective Order that was issued by the United States District
Court for the Central District of California in the case of *United Studios of Self Defense, Inc. v.*
Kristopher Rinehart M.D. et al., Case No. 8:18-cv-01048. I agree to comply with and to be bound by
all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that
I will not disclose in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order,
even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]

DATED: _____, 2019

By: _____

Hon. Douglas F. McCormick,
United States District Court Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____[print or type full address], declare under penalty of perjury that I have read
in its entirety and understand the Stipulated Protective Order that was issued by the United States District
Court for the Central District of California in the case of ***United Studios of Self Defense, Inc. v. Kristopher Rinehart M.D. et al., Case No. 8:18-cv-01048.*** I agree to comply with and to be bound by all
the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply
could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order,
even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]